

**\$100**

The Indenture or Trust Deed dated the 14th November 1912, referred to in Condition 1 of this Debenture, has been varied by a Trust Deed dated the 7th day of July, 1913, made between the Company of the first part, M. Macling and H. M. Clowes of the second part, and the Trustees Executors and Securities Insurance Corporation Limited of the third part. By this Trust Deed provision has been made for the creation of £10,000 Registered Prior Lien Debentures, bearing interest at the rate of 7 per cent per annum. Such Registered Prior Lien Debentures are charged by way of first charge upon the assets of the Company generally, and rank prior to the issue of Debentures secured by the Trust Deed of the 14th November, 1912.	
The Debenture Holders further by Extraordinary Resolution passed the 16th March, 1915, resolved that the Directors (thenceforth nominees of the Debenture Holders) might without or postpone the payment of interest on this Debenture or fund the same, or generally take such steps with reference to the payment thereof as to the majority of the Board necessary or advisable in the interests of the Debenture Holders.	



\$100

Nº B 0924

\$100



# KINDERSLEY (SASKATCHEWAN) FARM LANDS LIMITED.

INCORPORATED UNDER THE LAWS OF THE DOMINION OF CANADA.  
Share Capital \$600,000.  
DIVIDED INTO 6,000 SHARES OF \$100 EACH.

## ISSUE OF £118,000 SIX PER CENT REGISTERED FIRST MORTGAGE DEBENTURES.

CONSISTING OF 20 DEBENTURES OF £500 EACH NUMBERED A0001 TO A0020 INCLUSIVE, 1070 DEBENTURES OF £100 EACH NUMBERED B0001 TO B1070 INCLUSIVE AND 20 DEBENTURES OF £50 EACH NUMBERED C0001 TO C0020 INCLUSIVE.  
ALL CARRYING INTEREST AT SIX PER CENT PER ANNUM PAYABLE HALF-YEARLY ON THE FIRST OF FEBRUARY AND FIRST OF AUGUST AND ALL RANKING PARI PASSU.  
The issue is made under the Authority of the Charter & Bye-Laws of the Company and of a Resolution of the Board of Directors of the Company passed on the 27th day of July, 1912.

### DEBENTURE.

1. Kindersley (Saskatchewan) Farm Lands Limited (hereinafter called 'the Company') will, on the first day of August 1922, or on such earlier day as the principal monies hereby secured become payable, in accordance with the conditions endorsed hereon, pay to James Buchanan Esq. of Larington Park Petworth Sussex or other the registered holder for the time being hereof the principal sum of £100 together with a premium thereon at the rate of two and one half per cent.
2. The Company will during the continuance of this security, pay to such registered holder interest on the said principal sum at the rate of Six per cent per annum by half yearly payments on the first day of February and the first day of August in each year, the first of such half yearly payments to be made on the first day of February 1913, and to be computed from the date of allotment hereof and the dates for payment of instalments hereon by such holder upon the sums from time to time paid up in respect hereof.
3. This Debenture is issued pursuant to, and is secured by the Indenture or Deed of Trust mentioned in the conditions endorsed hereon.
4. This Debenture is issued subject to and with the benefit of the conditions endorsed hereon, which are to be deemed part of it.

In witness whereof Kindersley (Saskatchewan) Farm Lands Limited has caused its Common Seal to be hereto affixed, this fifteenth day of November 1912.

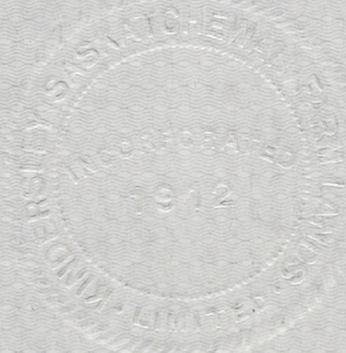
The Common Seal of Kindersley (Saskatchewan) Farm Lands Limited was affixed hereto in the presence of

Mellish

DIRECTOR.

G. Cockburn

ASSISTANT SECRETARY.





# THE CONDITIONS WITHIN REFERRED TO.

1. THIS Debenture is one of an issue of Debentures of the Company for securing principal sums of £500 £100 and £50 not exceeding in the aggregate £118,000 with interest thereon at the rate of six per cent. per annum.

THE Debentures of the said issue are secured by an Indenture or Trust Deed dated the Fourteenth day of November 1912 and made between the Company of the one part and The Canadian and Empire Investment Trust Limited of the other part whereby certain lands and property of the Company are charged by way of first fixed and specific mortgage in favour of the Trustees for securing the principal moneys premium and interest payable in respect of the said Debentures. The holders of Debentures of the above issue are and will be entitled *pari passu* and rateably to the benefit of the said Trust Deed without any preference or priority one over another and are and will be subject to the provisions therein contained.

2. PROVISION being made by the said Trust Deed for the payment over by the Company to the Trustees of the net proceeds of its land sales and for the application of such part thereof as is not required for working expenses (limited to £500 annually) of the Company and payment of interest upon the Debentures in the purchase of Debentures at or under 102½ per cent. or in the redemption of Debentures at that price by drawings notice will accordingly be given to the holders of any Debentures so drawn and such Debentures will be repayable on the next following first of February at 102½ per cent. The registered holder of this Debenture on notice to redeem the same being duly given shall on the expiration of such notice surrender it to the Trustees in order that it may be cancelled and upon such surrender there shall be paid to the holder the amount payable to him in respect of such redemption and after the expiration of such notice interest shall cease to accrue on this Debenture.

3. A REGISTER of the Debentures will be kept at the office of the Trustees in London England wherein there will be entered the names addresses and descriptions of the registered holders and particulars of the Debentures held by them respectively and such register will at all reasonable times during business hours be open to the inspection of the registered holder hereof and his legal personal representatives and any person authorised in writing by him or them.

4. SAVE as in these conditions provided the registered holder or his legal personal representatives may and will be regarded as exclusively entitled to the benefit of this Debenture and all persons may act accordingly and the Company shall not be bound to enter in the register notice of any trust or save as herein provided or as ordered by a court of competent jurisdiction to recognise any trust or equity whatsoever affecting the ownership of this Debenture or the moneys hereby secured.

5. EVERY transfer of this Debenture must be in writing signed by the registered holder or his legal personal representatives and by the transferee and must be in the usual common form or in a form approved by the Company. The transfer must be delivered at the Company's office or agency aforesaid with this Debenture and a fee of 2s. 6d. and with such evidence of identity or title or transmission as the Company may reasonably require and thereupon if this Debenture remains registered in the name of the transferor the transferee will be recognised as having become entitled to this Debenture free from any equities set-off or cross-claims which but for this provision the Company would be entitled to set-off against the transferor and the transfer will be registered and a note of such registration will be endorsed hereon. The Company shall be entitled to retain the transfer.

6. No transfer will be registered during the seven days preceding the days by this Debenture fixed for payment of interest.

7. IN the case of joint registered holders the principal moneys and interest hereby secured shall be deemed to be owing to them on a joint account.

8. THE executors and administrators of a deceased registered holder of this Debenture (not being one of several joint registered holders) and in case of the decease of one or more of several joint registered holders hereof the survivor or survivors of such joint registered holders shall be the only persons recognised by the Company as having any title to this Debenture.

9. THE principal moneys premium and interest hereby secured will be paid and such moneys will be transferable as aforesaid free from and without regard to any equities between the Company and the original or any intermediate holder hereof or any right of set-off or cross-claim and the receipt of the registered holder or his legal personal representative for such principal moneys premium and interest shall be a good discharge to the Company for the same.

10. THE principal moneys and premium hereby secured shall immediately become payable :—

(a) If the Company makes default for a period of thirty days in the payment of any interest hereby secured, and the registered holder hereof before such interest is paid by notice in writing to the Company calls in such principal moneys, or

(b) If an order is made or an effective resolution is passed for the winding up of the Company, or

(c) If the security constituted by the said Trust Deed becomes enforceable and the Trustees thereof by notice in writing to the Company require payment of the Debentures of this issue.

11. THE principal moneys premium and interest hereby secured will be paid in London in sterling at the offices of the Union Bank of Canada or in Canadian currency at the offices of the said Bank in Winnipeg Canada at the fixed rate of exchange of \$4.86½ to the £1 sterling but in respect of each half year's interest on this Debenture a warrant on the Company's bankers payable to the order of the registered holder hereof or in the case of joint holders to the order of that one whose name stands first in the register as one of such joint holders may be sent by post to the registered address of such registered holder and the Company shall not be responsible for any loss in transmission and the payment of the warrant if purporting to be duly endorsed shall be a good discharge to the Company.

12. A NOTICE may be served by the Company upon the holder of this Debenture by sending it through the post in a prepaid letter addressed to such person at his registered address. Any notice served by post shall be deemed to have been served at the expiration of ten days after it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office.

13. If this Debenture be worn out or defaced then upon production thereof to the Company or its Directors or other officers authorised to deal with transfers of the Debentures they may cancel the same and may issue a new Debenture in lieu hereof and if this Debenture be lost or destroyed then upon proof thereof to the satisfaction of the Company or its Directors or such officers as aforesaid or in default of proof on such indemnity as the Company or its Directors or such officers as aforesaid deem adequate being given a new Debenture in lieu hereof shall be given to the person entitled to such lost or destroyed Debenture. An entry as to the issue of the new Debenture will be made in the Register and a note recording the occasion of its issue shall be made on the new Debenture if the Company shall so require in such form as the Company shall think fit. There shall be paid to the Company in respect of any new Debenture issued under this clause such sum as the Company or its Directors or officers aforesaid shall determine not exceeding the sum of 1s.

14. MEETINGS of holders of Debentures of this issue may be held in accordance with the provisions contained or referred to in the said Trust Deed and shall have the powers expressed in the said Trust Deed and the Third Schedule thereto.

This Debenture forms part of an Issue of £118,000 6 per cent. Registered 1st Mortgage Debentures offered in London under Prospectus dated 29th July, 1912, the numbers and denominations of which are :—20 Debentures of £500 each Nos. A 0001 to A 0020 inclusive; 1070 Debentures of £100 each Nos. B 0001 to B 1070 inclusive; 20 Debentures of £50 each Nos. C 0001 to C 0020 inclusive.

For UNION BANK OF CANADA,